

TXD 980625008 (0606)



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 6

1445 ROGGS AVENUE, SUITE 1200

DALLAS, TEXAS 75202-7733

SUPPLEMENTAL CONSENT FOR ACCESS TO PROPERTY

NAME OF OWNER: Johnny Hinojosa

REDACTED VERSION

DESCRIPTION OF PROPERTY: "old Helena Chemical site" at 602 Holland Avenue, Mission, TX

I hereby consent to officers, employees, and authorized representatives of the United States Environmental Protection Agency (EPA) and the Texas Commission on Environmental Quality (TCEQ) entering and having continued access to the above described property for the following purposes:

1. The taking of samples, surface and subsurface, including but not limited to soil, sediments, water, and air, and other solids or liquids stored or disposed of at the property as may be determined to be necessary;
2. The taking of such response actions as may be necessary, including the removal and disposal of chemicals, chemical containers, and soil and the demolition and disposal of existing structures, specifically including the former mixing plant structure, to mitigate any potential threat(s) to human health and the environment.

I realize that these actions are taken pursuant to EPA's response and enforcement responsibilities under the Comprehensive Environmental Response, Compensation, and Liability Act, as amended (CERCLA), 42 U.S.C. 9601 et seq.

I am the property owner or an individual having the authority or the authorization of the property owner to make this access agreement. I give this written permission voluntarily with the full knowledge of my right to refuse and without threats or promises of any kind. This supplemental consent is in addition to, and does not supercede, any previous consent to access I have provided regarding the above-named property.

Please indicate if you are granting or denying access by marking the appropriate blank below, signing the document, and providing your address and telephone number(s) so that you may be reached by mail or telephone.

GRANTED: X DENIED: _____

Name (Printed): Johnny Hinojosa Date: 4/10/2007

Name (Signature): [Signature]

Address: 308 S. Broadway, Mission, TX 78501

Telephone Number(s): Home: 956-631-1931 Work: 225-9686 Other: _____

→ It is understood that the inventory in the warehouse will be removed by Johnny Hinojosa prior to any demolition.

**AMENDMENT #1 TO
REMOVAL ACTION CONTRACT**

**Helena Chemical Company Site, TXD980625008 (0606)
Commercial Property 602 N. Holland Ave. and Residential Property (b) (6)
Located in Mission, Hidalgo County, Texas**

**BETWEEN THE U.S. ENVIRONMENTAL PROTECTION AGENCY
AND THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY**

1. GENERAL AUTHORITY

This Removal Action Contract (hereinafter "Contract" or "RAC") is entered into pursuant to §§ 104(a)(1), and (d) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. 9601 et seq., as amended to date; the National Oil and Hazardous Substances Pollution Contingency Plan, 40 C.F.R. Part 300 (hereinafter referred to as the "NCP"); and other applicable Federal regulations.

2. PURPOSE

This Contract is an agreement between the United States Environmental Protection Agency ("EPA") and the Texas Commission on Environmental Quality ("TCEQ") (hereinafter EPA and TCEQ may be referred to collectively as the "parties" or individually as the "party"). The Governor has designated the TCEQ to interact with the EPA on behalf of the State of Texas (the "State") concerning response actions at the Helena Chemical Company Site, Hidalgo County, Mission, Texas (the "Site"). This Contract documents the responsibilities of the Lead Agency (EPA), and of the Support Agency (TCEQ) during the CERCLA removal action. This is a Removal Action Contract and does not apply to a remedial action. Thus, it is not narrowly subject to all Superfund State Contract (SSC) requirements at 40 C.F.R. Part 35, Subpart O. The EPA proposes a Time-Critical removal action to excavate and dispose of contaminated waste from the commercial site located at 602 N. Holland Ave. and the residential property located at (b) (6) thereby eliminating risks to human health and the environment from potential exposure to those wastes.

3. DURATION OF THIS CONTRACT

This Contract is effective upon execution by the EPA and the TCEQ, and shall remain in effect, until the removal action at the Site is technically complete and/or the final reconciliation of costs for the removal action at the Site has been satisfied (See Reconciliation Provision, Section 27, below), whichever is longer. The EPA and the TCEQ may agree to extend, by amendment (See Amendability Section 26, below), the duration of this Contract when the removal action for the Site takes longer or more time is needed for closeout or for reconciliation.

4. DESIGNATION OF PRIMARY CONTACTS AND THEIR RESPONSIBILITIES

A. The EPA has designated:

**Greg Fife
Removal Team 1 (6SF-PR)
U.S. Environmental Protection Agency
1445 Ross Avenue, Suite 1200
Dallas, Texas 75202-2733
(214) 665-6773**

to serve as the On-Scene-Coordinator ("OSC") for this Contract. The designated OSC may be changed by letter to the TCEQ signatories and incorporated by reference herein without amending this Contract.

B. The TCEQ has designated:

**Bob Paton, Jr.
Team Leader, State Lead Section
Remediation Division
Texas Commission on Environmental Quality
P.O. Box 13087
Austin, Texas 78711-3087
(512) 239-2277**

to serve as the State Project Manager ("SPM") for this Contract. The designated SPM may be changed by letter to the EPA signatories and incorporated by reference herein without amending this Contract.

C. The OSC and the SPM may make necessary project changes that do not substantially alter the scope of the removal action at the Site or increase the cost of the removal action. Significant changes will be documented in writing. Any disagreements between the OSC and SPM shall be resolved in accordance with the Issue Resolution Section, (Section 25), set forth below.

5. NEGATION OF AGENCY RELATIONSHIP

Nothing contained in this Contract shall be construed to create, either expressly or by implication, the relationship of agency between the EPA and the TCEQ. Any standards, procedures, or protocol prescribed in this Contract to be followed by the EPA or its contractors during the performance of its obligations under this Contract are for assurance of the quality of the final product of the actions contemplated by the Contract and do not constitute a right to control the actions of the EPA. The EPA (including its employees, agents, and contractors) is not authorized to represent or act on behalf of the TCEQ in any matter relating to the subject matter of this Contract, and the TCEQ (including its employees, agents, and contractors) is not authorized to represent or act on behalf of the EPA in any matter relating to this Contract.

6. SITE DESCRIPTION

A description of the Site, including the location, background of events, physical characteristics (i.e., Site geology and proximity to drinking water supplies), the nature of the release (contaminant type and affected media); past response actions at the Site conducted by the EPA, the TCEQ, or others; and description of the removal action to be conducted at the Site is included in the June 27, 2006 Request for a Removal Action and Waiver from the Statutory \$2 Million Limitation, the March 12, 2007 Request for Ceiling Increase and Waiver from the 12 month Statutory Limit, and the June 22, 2007 Addendum to the Action at the Helena Chemical Company [hereinafter referred to in combination as Action Memorandum (AM)] and is attached as Appendix 1 and incorporated herein by reference.

7. SITE-SPECIFIC STATEMENT OF WORK

A Statement of Work (SOW) indicating work performed and to be performed at the Site residential property is attached as Appendix 2 and incorporated herein by reference. Work to be performed at the commercial site located at 602 Holland Ave. is referenced in the AM dated March 12, 2007 under Section VI A. Proposed Actions and is attached as Appendix 1 and incorporated herein by reference.

8. PROJECT SCHEDULE

A general description of the project schedule/milestones for the Site, either by calendar year or Federal Fiscal quarter, is specified in the AM. This project schedule may be adjusted by the joint authority of the OSC and the SPM, without a written amendment, unless there is an extended delay to the schedule. Changes that increase the project costs, or alter the scope of work, thereby affecting the TCEQ's ability to meet the conditions set out in this Contract, including cost-share requirements, shall necessitate a written amendment to this Contract (see Amendability, Section 26, below).

9. SITE ACCESS

A. Site Access

The EPA shall use its own authority to secure access to the Site and adjacent properties, as well as the rights-of-way and easements necessary for the EPA or its contractors to complete the removal action undertaken pursuant to this Contract.

B. TCEQ Access

Representatives of the TCEQ shall have access to the Site to review work in progress and shall comply with the Site safety plan. The TCEQ and the EPA may coordinate visits to the Site in advance.

C. EPA Liability Waiver

The EPA shall not be responsible for any harm to any TCEQ representative or other person arising out of, or resulting from, any act or omission by the TCEQ in the course of a visit to the Site by the TCEQ.

D. TCEQ Liability Waiver

The TCEQ shall not be responsible for any harm to any EPA representative or other person arising out of, or resulting from, any act or omission by the EPA in the course of a visit to the Site by the EPA.

10. **SITE SAFETY PLAN**

The EPA will be responsible for the development and implementation of the Site safety plan for this project. The Site safety plan will be consistent with the requirements of the NCP and applicable Federal and State safety standards and guidance.

11. **THIRD PARTIES**

A. Exclusion of Third-Party Benefits

This Contract benefits only the TCEQ and the EPA. It extends no benefit or right to any third party not a signatory to this Contract.

B. Liability

The EPA does not assume any liability to third parties with respect to losses due to bodily injury or property damages that exceed the limitations contained in the provisions of 28 U.S.C. §§ 1346(b), 2671-2680. To the extent permitted by State law, the State does not assume liability to any third parties with respect to losses due to bodily injury or property damage.

12. **EMERGENCY RESPONSE ACTIVITIES**

Any emergency response activities, as determined by the OSC, shall not be restricted by the terms of this Contract. The EPA, in consultation with the TCEQ, may suspend or modify the removal activities defined in the SOW for this Contract during and/or subsequent to any emergency response actions, in which case, the removal activities, cost share, or terms may be subject to amendment.

13. **STATE REVIEW**

The TCEQ shall review and provide comment, if necessary, on matters relating to the implementation of the removal action, pursuant to this RAC, within 30 calendar days of receipt of the documents.

14. TECHNICAL REPORTS

The EPA agrees to submit technical reports to the SPM after completion of the work. The reports will detail the technical progress made at the Site during the removal action.

15. RECORDS ACCESS

At the EPA's request and to the extent allowed by State law, the TCEQ shall make available to the EPA any information in its possession concerning the Site. At the TCEQ's request and to the extent allowed by Federal law, the EPA shall make available to the TCEQ any information in its possession concerning the Site. The recipient of any records must comply with the requirements regarding records access described in 40 C.F.R. §31.42(e). The recipient of any records must also require its contractor(s) to comply with the requirements regarding records access described in 40 C.F.R.

§31.36(i)(10). The EPA shall not disclose information submitted by the TCEQ under a claim of confidentiality unless the EPA is required to do so by Federal law and has given the TCEQ advance notice of its intent to release that information. Absent a prior confidentiality claim by the TCEQ, and with the exception of certain policy, deliberative, and enforcement documents which may be held confidential, the EPA may make said information available to the public without further notice.

The TCEQ shall not disclose information submitted by the EPA under a claim of confidentiality unless the TCEQ is required to do so by law and has given the EPA advance notice of its intent to release the information.

16. RECORDS RETENTION

All financial and programmatic records, supporting documents, statistical records, and other records related to the Site must be maintained by the TCEQ for a minimum of ten years following the submission of the final Financial Status Report to the EPA. If any litigation, claim, negotiation, audit, cost recovery, or other action involving the records has been started before the expiration of the ten-year period, the records must be retained by the TCEQ until completion of the action and resolution of all issues which arise from it, or until the end of the regular ten-year period, whichever is later. Microfilm copying must be performed in accordance with the technical regulations and records management procedures contained in 36 C.F.R. Part 1230 and EPA Order 2160.

17. FINANCIAL RESPONSIBILITIES OF THE PARTIES AND PAYMENTS

- A. The TCEQ will contribute up to \$20,000 towards the costs associated with the excavation and disposal activities at the residential property located at (b) (6) as described in the Helena Chemical Company AM Addendum dated June 22, 2007, including change orders and claims agreed to by the EPA and the TCEQ. The TCEQ is also contributing \$300,000 towards the removal action at the commercial property located at 602 N. Holland Ave as described in the Helena Chemical Company ceiling increase and time extension AM dated March 12, 2007. It should be noted that the TCEQ is voluntarily contributing to the cost associated with the cleanup at the Site because immediate action is appropriate to

protect human health and the environment and to supplement limited Site funding. Additionally, the State or a political subdivision did not operate the Site at the time of the disposal of hazardous substances as referenced in 40 C.F.R. § 300.525. The TCEQ shall not be responsible for any portion of the EPA's intramural costs. TCEQ's total contribution towards the removal action at the Site will not exceed \$320,000 (\$20,000 for the residential and \$300,000 for the commercial). EPA's contribution to the cost of the removal action at the Site is estimated at \$6,000,000.

B. EPA Invoices to the TCEQ

The TCEQ shall not be billed for any removal action costs associated with the Site until the removal action is completed unless advanced billing, all or in part, is requested by the TCEQ. An itemization of costs (invoice) will be furnished to the TCEQ by the EPA upon completion of the removal action for the agreed State cost share. This invoice will show total costs, Federal cost share, and the State cost share. The EPA will include an accounting system report (SCORPIOS) summarizing all removal extramural (Contracts) costs charged to the Site. Final reconciliation of the removal action costs and the deliverables will be made at that time. If necessary, the TCEQ can submit a written request for detailed documentation if questions arise in the reconciliation process. The due date for payment of costs billed will be forty-five (45) calendar days from the date the invoice is received by the TCEQ mail center and accepted by TCEQ.

All the EPA invoices shall be sent to the Contract Support Section of the TCEQ as specified below, with a copy to the SPM at the address indicated in Paragraph 4(B) of this Contract:

Contracts Support Section
Manager
Mail Code 102
Texas Commission on Environmental Quality
P.O. Box 1307
Austin, Texas 78711-3087
(512) 239-2200

C. State Payments To EPA

All State payments shall be made payable to the EPA and be made by wire transfer to the U.S. EPA Hazardous Substance Superfund account. If wire transfer is not possible, payment shall be sent to the address below, with a copy to the OSC at the address indicated in Paragraph 4(A) of this Contract:

U.S. Environmental Protection Agency
Superfund Payments
Cincinnati Finance Center
P.O. Box 979076
St. Louis, MO 63197-9000

Or via Automated Clearinghouse (ACH also known as REX or remittance express), complete information is listed below:

PNC Bank
808 17th Street, NW
Washington, DC 20074
Contact Person: Jesse White at 301-887-6548
ABA: 051036706
Transaction Code 22 – checking
Environmental Protection Agency

To ensure proper credit to the account, the words "Helena Chemical Co. Superfund Removal Site, Hidalgo County, Mission, Texas" must appear on the face of the check.

18. CHANGE ORDER AND CLAIMS MANAGEMENT

The EPA or its agent(s) will conduct technical and administrative reviews of any contractor change order requests or claims. These reviews will examine the technical basis for the change order or claims and will determine whether they are merited. If any requested change orders/claims would alter the removal action or increase the costs, the EPA will consult with the TCEQ.

19. INSPECTION OF THE WORK

- A. A pre-final inspection will be conducted upon preliminary project completion for the removal action at the Site. The pre-final inspection will be led by the OSC. Participants, to accompany the OSC, include the SPM or designee, the removal action contractor, and the EPA oversight contractor.
- B. The pre-final inspection will consist of a walk-through inspection of the entire project Site. This inspection will survey the completed Site work, determining whether the project is complete and consistent with the SOW. Jointly, the EPA and the TCEQ will determine if there are any outstanding items. An attempt shall be made to resolve all remaining issues.
- C. A pre-final inspection report will be provided by the EPA to the TCEQ for review. Acceptance of the resolutions specified in the pre-final inspection report is constituted by the TCEQ's signature on the report.

20. JOINT FINAL INSPECTION OF THE WORK

A. FINAL INSPECTION

A final inspection shall be conducted upon completion of any outstanding construction item for the State cost share removal action at or in connection with the Site. The final inspection will be led by the OSC. Participants, to accompany the OSC, include the SPM or designee and all other appropriate parties as determined by the OSC.

B. FINAL CERTIFICATION

The final inspection will consist of a walk-through inspection of the project Site, with the inspection focusing on the outstanding construction items identified in the pre-final inspection. The OSC and the SPM or designee will confirm that all outstanding items have been resolved. If any items are still unresolved, the inspection shall be considered a pre-final inspection requiring another pre-final inspection report. Upon satisfactory completion of the final inspection, the EPA will provide a copy of the final inspection report to the TCEQ.

C. ACCEPTANCE OF THE WORK

The removal action report will be reviewed by the EPA and the TCEQ. The OSC will coordinate, with the SPM or designee, TCEQ's acceptance that the work is complete for the Site.

21. PROJECT CLOSEOUT

The EPA, in consultation with the TCEQ, will determine when the removal action described in the AM and the SOW has been completed. Enforcement actions and other necessary activities may proceed independent of project closeout.

22. RESPONSIBLE PARTY ACTIVITIES

If at any time during the period of this contract, a responsible party comes forward and agrees to perform any work covered by this Contract, this agreement shall be amended or terminated, as deemed appropriate by the EPA.

23. ENFORCEMENT, LITIGATION, AND COST RECOVERY**Notice of Intent to Settle or Initiate Proceedings**

The EPA and the TCEQ may be entitled to assert claims against a third party (herein referred to as the potentially responsible party or "PRP") for reimbursement of any services, materials, monies or other things of value expended by the EPA or the TCEQ for the removal action. The EPA and the TCEQ hereby agree that they shall cooperate in and coordinate efforts to recover their respective costs of the removal actions taken at the Site, including the negotiation of settlement and the filing

and management of any judicial actions against PRPs. The parties shall promptly inform one another on the status of negotiations. Neither the EPA nor the TCEQ shall enter into a settlement with or initiate a judicial or administrative proceeding against any PRP for the recovery of such sums, except after having given notice in writing to the other party to this Contract, at least thirty (30) days prior to the date of proposed settlement or commencement of the proposed judicial or administrative proceedings. Neither the EPA nor the TCEQ shall attempt to negotiate for, or collect, reimbursement of any RAC-specific response costs, related to the Removal Action at the Site described in the SOW, on behalf of the other party, and any authority to do so is hereby expressly negated and denied.

24. FAILURE TO COMPLY WITH TERMS OF THE CONTRACT

If the TCEQ fails to comply with the terms of this Contract, the EPA, after providing sixty (60) days notice, may proceed under the provisions of Section 104(d)(2) of CERCLA, 42 U.S.C. §9604(d)(2), and may seek in the appropriate court of competent jurisdiction to enforce this Contract or to recover any funds advanced or any costs incurred due to a breach of the Contract. If the EPA fails to comply with any requirements of this Contract, the TCEQ, after providing sixty (60) days notice, may seek in the appropriate court of competent jurisdiction to enforce the Contract or recover any funds advanced or any costs incurred due to a breach of the Contract.

25. ISSUE RESOLUTION

TCEQ and EPA acknowledge that it is in their best interest to identify disputes as soon as possible in the process and to resolve those disputes at the earliest possible opportunity. In the event of a dispute between the OSC and the SPM concerning any issue arising in connection with a site, the OSC and the SPM shall attempt to resolve the dispute informally, in consultation with their respective immediate supervisors and staff counsel. If the dispute is not resolved informally between the OSC and the SPM, the issue(s) will promptly be referred to the Director of the Remediation Division for the TCEQ and the Chief of the Removal Branch, Superfund Division, for EPA (collectively the First Tier agency representatives) for resolution. The formal dispute resolution process shall be initiated by either party with a written statement of dispute setting forth the nature of the dispute and the work affected by the dispute. The First Tier agency representatives shall consult with their respective counsel to determine if the dispute is purely technical, purely legal, or a mixture of technical and legal issues. Unless both parties and their counsel agree that the dispute involves technical issues only, then counsel shall participate in the resolution of the dispute at all levels of appeal. Within fourteen calendar days of receiving notice from either the OSC or the SPM that there is an unresolved dispute, the First Tier agency representatives shall discuss the matter at issue by a meeting or teleconference, assisted by the OSC and the SPM.

and other technical or legal staff as appropriate. If the disputed issue cannot be resolved by the First Tier agency representatives within thirty calendar days of receipt of notice from the OSC and the SPM that there is an unresolved dispute, they will refer the dispute in a joint letter briefly describing the issue(s) to the Deputy Director, Office of Permitting, Remediation, and Registration, for TCEQ and the Director, Superfund Division, for EPA (collectively the Second Tier agency representatives). The Second Tier agency representatives may request a Joint Statement of Positions from their respective staff. The Joint Statement of Positions shall be exchanged between the parties and combined into one document in a point-counterpoint, or assertion-response format. The Joint Statement shall be completed within twenty-one calendar days of the request to prepare it. The Joint Statement may include appropriate issues such as the following:

1. A brief description of the disputed issue;
2. A description of the resolution of the issue sought by the agency, including any acceptable alternatives;
3. Citation to the particular subpart of the statute or regulation under which the dispute arises and a hard copy of the excerpt of the statute or regulation in question;
4. An estimate of the schedule within which the dispute must be resolved to ensure orderly progress on site investigations, studies, or field work on the site which is the subject of the dispute; or
5. A discussion of the potential impact of resolution of the dispute on cost recovery and injunctive litigation.

The decision of the Second Tier agency representatives (and counsel, if applicable) will be summarized in writing within thirty calendar days after referral from the First Tier agency representatives. If the disputed issue cannot be resolved by the Second Tier agency representatives within thirty calendar days (the 30-day time frame may be subject to short extensions by mutual agreement of the officials at whose level the dispute rests), they will refer the problem to the Executive Director of the TCEQ and the EPA Regional Administrator (collectively the Third Tier agency representatives). The Third Tier agency representatives may request a Joint Statement of Positions from their respective staff if a Joint Statement was not prepared during Tier Two discussions. The decision of the Third Tier agency representatives will be summarized in writing within thirty calendar days after referral from the Second Tier agency representatives.

If, after consultation between the Third Tier agency representatives no resolution of the dispute can be reached, then the dispute resolution process is terminated and each agency may proceed independently according to its rights under CERCLA, Federal and State law.

At whatever level the dispute is resolved, the resolution of the dispute shall be documented in writing and the identification of the agency representatives resolving the dispute shall be included.

26. AMENDABILITY

This Contract may be amended at any time for reasons including, but not limited to, the revision of costs or terms to undertake modifications to the removal activities. Written amendments are required when alterations to CERCLA-funded activities are necessary, or when alterations impact the State's cost share by causing it to increase by more than fifteen percent of the amount estimated in this Contract.

Such amendments must include a SOW for the amendment. Any change(s) in this Contract must be made in writing and agreed to by both the TCEQ and the EPA, except as provided in this Contract, and must be reflected in all response agreements affected by the change(s).

27. RECONCILIATION PROVISION

The EPA will not use overpayments by the TCEQ under this Contract to satisfy obligations at another site unless requested to do so by the TCEQ. See Paragraph 17. C. for additional provisions regarding reconciliation.

28. TERMINATION OF THIS CONTRACT

This Contract shall terminate when:

- A. Termination may occur for cause, conclusion, or failure to comply. The parties may enter into a written termination agreement, which will establish the effective date for the termination of this Contract, the basis for settlement of termination costs, and the amount and date of any sums due either party. Such reconciliation costs will include all project costs incurred, as well as any close-out costs, or

- B. If, at any time during the period of this Contract, performance of either all or part of the work described in the SOW is voluntarily undertaken, or undertaken for any other reason by persons or entities not party to this Contract, then this Contract will be modified or terminated as appropriate to allow these actions. Upon modification or termination, the parties to this agreement shall be relieved from further duties to perform those actions undertaken by persons or entities not party to this Contract, or
- C. (1) Removal activities at the Site have been satisfactorily completed and payments have been made, as specified under this Contract, and
- (2) All State cost-share payments have been submitted to the EPA, and
- (3) The Financial Management Officer has a final accounting of all project costs, including change orders and contractor claims, and
- (4) A final cost reconciliation is made in accordance with Section 27 of this Contract, and
- (5) The EPA provides written notice to TCEQ.

29. MISCELLANEOUS

- A. Title to equipment or property involved in the removal action will not vest in the TCEQ. At no time, including when any subsequent remedy is operational and functional, will TCEQ have an interest in or be responsible in any way for the equipment or property involved in the removal action, including fixed in place equipment and equipment that is an integral part of services to individuals, such as pipes, lines, or pumps providing hookups for homeowners on a water distribution system.
- B. This removal action shall, to the extent practicable, considering the exigencies of the situation, attain any promulgated standard, applicable or relevant and appropriate requirements, criteria or limitations under a State or local environmental or facility siting law that is more stringent than any Federal standard, requirement, criteria, or limitation.

30. APPENDICES

APPENDIX 1 – Action Memorandum

APPENDIX 2 – Statement of Work for the Hidalgo Street Residential Property

31. EXECUTION

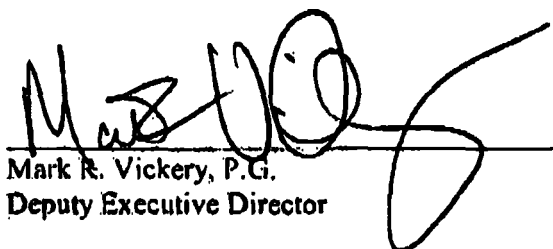
In witness whereof, the parties hereto have executed this Contract in two (2) copies, each of which shall be deemed an original. The undersigned representative of each party to this Contract certifies that he or she is fully authorized by the U.S. Environmental Protection Agency or the State of Texas, respectively, to enter into the terms and conditions of this Contract and to execute and legally bind that party to it.

This Contract and its attachments constitute the complete agreement of the parties and there are no other agreements, oral or otherwise, upon which any party relies.

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

 Date 2/7/08
Samuel Coleman, P.E.
Director
Superfund Division

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

 Date 2-21-08
Mark R. Vickery, P.G.
Deputy Executive Director